

Hon. Richard A. Jones

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff

v.

AUTUMN LUNA,

Defendant.

NO. CR21-189 RAJ

DRUG REENTRY ALTERNATIVE
MODEL (DREAM) CONTRACT

INTRODUCTION

You have been invited by the DREAM Executive Review Team to participate in the DREAM program of the Western District of Washington, at Seattle, a post-plea/pre-adjudication program in which you enter a plea pursuant to the terms of a written plea agreement that is held in abeyance while you complete the program.¹ Contingent upon approval by the Court and your agreement to participate in the program and abide by the governing terms of the program as set forth herein, you may participate in the DREAM program to enable intensive treatment, sanction alternatives and incentives to effectively address the substance abuse issues that appear to be contributing causes for your criminal

¹ The Executive Review team is presently comprised of the DREAM Judicial Officer, two Assistant United States Attorneys, two U.S. Probation Officers, an Assistant Federal Public Defender, and a representative from the Criminal Justice Act panel. *See* Interagency Agreement, ¶ 3.

1 conduct. Successful completion of the DREAM program leads to dismissal of the
 2 charges. If you are terminated from the program, however, a sentence will be imposed by
 3 the Court overseeing the DREAM program based on the guilty plea or pleas previously
 4 entered pursuant to the terms of the written plea agreement.

5 **DREAM PROGRAM BASICS**

6 Participation is entirely voluntary but mandates your commitment to at least 12
 7 months with the possibility that your required participation may be extended up to no
 8 more than 24 months. You will be assigned an attorney from the Federal Public
 9 Defenders Office or the Criminal Justice Act panel who is a member of the Executive
 10 Review Team for the DREAM program. An Assistant United States Attorney, also a
 11 member of the Executive Review Team, will be assigned to your case as well. Both the
 12 defense attorney and the Assistant United States Attorneys will work with the DREAM
 13 program's Probation Officers to provide additional support and encouragement for your
 14 hoped for success in the DREAM program.

15 The DREAM Executive Review Team, through correspondence from the DREAM
 16 Probation Officer, will seek approval for a transfer of your case from the Originating
 17 District Judge to the DREAM Judicial Officer. The correspondence will explain the
 18 DREAM Executive Review Team's reasons for recommending participation in the
 19 DREAM program, and a brief summary of the anticipated plea agreement. If rejected,
 20 the case will proceed in the usual course before the Originating District Court. If
 21 approved, the Originating District Court will execute an Order transferring your case for
 22 all purposes to the DREAM program Judicial Officer.

23 Thereafter the Probation Office will arrange for you to make an initial appearance
 24 before the DREAM Judicial Officer. The initial hearing before the DREAM Judicial
 25 Officer will be conducted in open court, in the presence of the DREAM Executive
 26 Review Team and your original defense counsel. At that time, to proceed further, you
 27 will be required to execute this DREAM contract, and enter a guilty plea to one or more
 28 of the criminal charges against you in the case referenced above if you have not already

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1 done so, pursuant to the terms of a written plea agreement.² The Court will make a final
2 determination whether to accept your DREAM contract, your guilty plea(s) and the plea
3 agreement before you can begin participation in the DREAM program. Once each of
4 these documents are executed before the DREAM Judicial Officer, and approved by the
5 Court, you are a participant in the DREAM program.

6 As set forth herein, by entering this agreement and the DREAM program, you
7 agree to comply with the directives of your assigned Probation Officer consistent with
8 your Appearance Bond and the terms of this contract including, but not limited to, an
9 agreement to participate in a drug and alcohol evaluation and in any and all treatment and
10 testing recommended as a result of that evaluation. You also agree to drug and alcohol
11 testing for substance use issues and may also be required to participate in programs
12 designed to address underlying causes of criminal activity. Finally, you must also
13 comply with all conditions of the terms of your post-plea/pre-adjudication written plea
14 agreement.

15 If you successfully complete the DREAM program, then, as specified in the
16 written plea agreement, your guilty plea(s) will be vacated and the criminal charges
17 against you in the case referenced above will be dismissed with prejudice. If you are
18 terminated from the program, you will be sentenced by the Court overseeing the DREAM
19 program based on the guilty plea or pleas previously entered pursuant to the written plea
20 agreement. Although the DREAM Judicial Officer will appreciate and reward genuine
21 attempts to succeed in the DREAM program, the Court may impose a sentence up to and
22 including what would have been imposed if the standard plea was taken, as reflected in
23 the written plea agreement, and permitted by law, and based on all information available,
24 including your conduct in the DREAM program.

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28 ² The written plea agreement will be the result of negotiations by your defense counsel with the government and shall contain terms acceptable to the government, you, and your defense counsel.

DREAM PROGRAM APPEARANCES

The time spent in DREAM court is divided into stages and varies based on each participant's circumstances and progress. However, from the outset, and at a minimum, you will be required to appear before the DREAM Judicial Officer at least once a month to evaluate your progress. The other members of the Executive Review Team will be present and treatment and/or other program providers may be present, as deemed appropriate by the Executive Review Team.

Every effort will be made to ensure the time of the appearance does not conflict with your employment or treatment or other programming. Progress reports from the Probation Officer will be provided to the Court and all members of the Executive Review Team at least 24 hours prior to your appearance. These reports will describe both successes and problems you have experienced. A copy of the report will be available to you via the Assistant Federal Public Defender.

DREAM PROGRAM TREATMENT AND COUNSELING PROGRAMS

An important part of the DREAM program will be your participation in substance abuse treatment and counseling programs and/or other programs addressing underlying causes of criminal activity as determined necessary by the Probation Officer and the other members of the DREAM Executive Review Team. Treatment and other program providers will be expected to share information regarding your participation and progress in any treatment and counseling programs with all the members of the DREAM Executive Review Team. Treatment and other program providers may also be present at DREAM court appearances, at which they will be expected to discuss your participation and progress with the DREAM Judicial Officer, in the presence of all the members of the DREAM Executive Review Team. To enable treatment and other program providers to freely share information regarding your participation and progress in substance abuse treatment and counseling programs and other programs, you will be required to execute a waiver of confidentiality in the form attached as Exhibit A.

DREAM PROGRAM STATEMENT OF CULPABILITY

Another important part of the DREAM program is your willingness to provide the government all information known about the offense or offenses originally charged. The DREAM program's Assistant United States Attorney and your defense counsel will schedule the meeting after you have been approved for participation in DREAM. The DREAM program's Assistant Federal Public Defender may also be present at the meeting. Every effort will be made to ensure the time of the requisite meeting does not conflict with your employment or treatment or other programming.

The government agrees that this statement is not for law enforcement purposes but rather for the sole purpose of confirming your sincere intent to achieve sobriety and participate in DREAM. The fact that you may not have any relevant or other information to provide or that the government is already aware of, will not preclude a determination by the DREAM Executive Review Team that you have complied with this requirement. Further, as noted below, the government agrees that it will not introduce any statement made by you against you in its case-in-chief in any future prosecution in this case, except in a prosecution for perjury or making a false statement, nor may it be used to file additional charges against you or require further cooperation by you.

LIMITED USE OF STATEMENTS MADE DURING DREAM PROGRAM APPEARANCES

Your complete candor with the DREAM Executive Review Team and during your DREAM court appearances is expected throughout your participation in the DREAM program. To encourage your candor, the United States Attorney's Office has agreed as follows:

- (A) Except as otherwise provided in subparagraph (B) below statements made and documents and other information provided by you during and/or in relation to all DREAM program proceedings, shall not be used
 - (i) against you in the government's case-in-chief in any future proceedings, including but not limited to determine the applicable guideline range if terminated from the DREAM program;

(ii) to file additional criminal charges against you, except as a basis for prosecution for perjury or making a false statement;

(iii) to compel your cooperation against others previously known or unknown,
or

(iv) to determine the applicable sentencing guideline range if you are terminated from the DREAM program.

(B) Except as set forth in paragraph (A) above, the United States Attorney's Office may use

(i) information derived directly or indirectly from DREAM program statements for the purpose of obtaining and pursuing leads to other evidence, which evidence may be used for any purpose;

(ii) DREAM program statements and all evidence obtained directly or indirectly from DREAM program statements to refute or counter at any stage of any DREAM proceeding any evidence, argument, statement, or representation(s) offered by you or on your behalf in connection with that proceeding; or,

(iii) for impeachment purposes in any future proceedings including sentencing.

The government's agreements above are limited to the United States Attorney's Office for the Western District of Washington and do not bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities. Moreover, the government's agreement in subparagraph A is limited to DREAM program statements, including statements obtained during the requisite statement of culpability, and does not apply to any statements made or documents or other information provided by you prior to your participation in DREAM or made after your termination from DREAM, whether oral, written, or recorded.

DREAM PROGRAM SUPERVISION VIOLATIONS AND SANCTIONS

The DREAM program's Probation Officer is charged with overseeing your supervision and monitoring your compliance with treatment. In preparation for DREAM court appearances, the DREAM Probation Officer will prepare a DREAM Progress Report for the DREAM Judicial Officer and other members of the Executive Review Team. The report will inform the Court and the parties of your conduct on supervision.

The DREAM program anticipates that you may struggle during treatment and noncompliant behavior, including relapse, will result in some level of sanctions. However, sanctions imposed are intended to help you succeed in the program. Sanctions may include, but are not limited to:

- Additional education or writing assignments (for example, write out an explanation for noncompliant behavior and describe a plan to correct it);
- Order to participate in community service as part of the DREAM program;
- Judicial reprimand delivered during DREAM court proceedings in front of other DREAM program Participants;
- Order to return to DREAM program proceedings to observe for a half or full day;
- Curfew restriction for up to 30 days;
- Increase in frequency of progress hearings before the DREAM Judicial Officer;
- Order to complete a term of home confinement (with conditions that may include alcohol monitors and standard location monitoring with GPS);
- Order to complete a term of up to 30 days at a residential reentry center;
- Order to complete a term at a residential drug treatment facility;

- Order to spend up to 7 days in jail³; and,
- Termination from DREAM program.

Factors that will influence the type of sanction employed include the seriousness of the violation, the number of violations, and the amount of time you have remained compliant, either before a first violation, or between violations. In addition, an important factor will be whether you voluntarily disclose the violation. Dishonesty on your part will result in enhanced sanctions. Depending on these factors, any of the sanctions listed above, including termination from the DREAM program, will be available to the DREAM Judicial Officer. Additionally, if appropriate, any or all the available sanctions may be ordered more than once during a participant's progress through the DREAM program.

Sanctions imposed should be completed by your next DREAM court appearance unless the DREAM Judicial Officer allows you more time. You may also be required to report on performance of the sanction at your next DREAM court appearance. Further, the DREAM Probation Officer need not wait until your scheduled court appearance to address problems with supervision. If you fail to abide by directives of your Probation Officer or if the Probation Officer believes that you have committed other violations of your supervision, the DREAM Probation Officer has the discretion to: (1) contact you directly to address the violation; (2) reach a proposed method of addressing the violation through discussions with members of the Executive Review Team, including the DREAM Judicial Officer; or (3) request the issuance of a warrant for your arrest by the DREAM Judicial Officer.

³ The 7-day limit applies only to orders for jail time and does not limit the DREAM Judicial Officer's ability to order a longer period in home confinement, a residential reentry center, or a residential drug treatment facility. Nor does it limit the DREAM Probation Officer's ability to place a participant in a residential reentry center for transitional purposes.

When expedited action is appropriate and the parties agree on the resolution, the agreed upon sanction or adjustment in treatment can be imposed through a modification without an appearance before the DREAM Judicial Officer. The Probation Officer's DREAM Progress Report will inform the DREAM Judicial Officer however, whether you properly completed the sanction or modification imposed. Failure to complete the ordered modification may result in additional sanctions, including, but not limited to, termination from the program.

If you wish to contest the violation(s) alleged, you may do so. A request for a hearing on whether you in fact, committed the alleged conduct will not automatically result in termination from the DREAM program. The only issue at the hearing, however, is whether you in fact committed the alleged conduct; it is not an opportunity for you to explain the conduct. The DREAM Assistant Federal Public Defender will assist you at the adversarial hearing. And the DREAM Judicial Officer will ultimately decide whether the allegation is true.

Finally, the DREAM program is a voluntary program. Therefore, when faced with any sanction, you will always have the option of requesting termination from the DREAM program and proceed to sentencing before the DREAM Judicial Officer.

TERMINATION FROM THE DREAM PROGRAM

Termination from the DREAM program prior to successful completion of its requirements may be voluntary or involuntary. Cause for involuntary termination from the DREAM program includes, but is not limited to, the commission of new law violations, repeated drug use, chronic pattern of refusal to cooperate with a treatment or other program provider, repeated refusals to cooperate with the DREAM program's imposed sanctions or to participate in the DREAM program in a meaningful manner. Final decisions regarding involuntary termination from DREAM will be made by the DREAM Judicial Officer.

In either case, whether you were involuntarily or voluntarily terminated from further participating in DREAM, the case will be set for sentencing before the DREAM

Judicial Officer and you may be detained unless the DREAM Judicial Officer finds that there a condition or combination of conditions that reasonably assures your appearance for sentencing or protect the community. The DREAM Judicial Officer will not be bound to provide the benefit of dismissal with prejudice that your plea agreement would have required had you successfully completed the DREAM program. Prior to sentencing, the DREAM Judicial Officer may order the production of a Presentence Report. And at sentencing, the DREAM Judicial Officer may consider in imposing a sentence otherwise consistent with the terms of the written plea agreement, all conduct that has taken place during your participation in the DREAM program, including any failures, sanctions imposed, and successes achieved.

GRADUATION AND BENEFITS

Your successful completion of the DREAM program will be determined by the DREAM Judicial Officer and the other members of the Executive Review Team. Successful completion of the program is subject to the minimum requirement that you demonstrated at least six months of continuous sobriety immediately prior to the scheduled graduation. Upon successful completion, you will be permitted to withdraw your previously entered guilty plea(s), and the criminal charges previously pending at the time of your guilty plea(s) will be dismissed with prejudice.

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AGREEMENT TO PARTICIPATE

Participant:

I, AUTUMN LUNA, have read, or someone has read to me in the language I best understand, this Contract and the plea agreement that would be a condition of my participation in the DREAM program. I have discussed this Contract and the plea agreement with my attorney, and I understand its terms. I have also discussed with my attorney the DREAM program and I understand that program. I voluntarily agree to participate in the DREAM program subject to the terms set forth in this Contract and the plea agreement. I understand I can revoke my voluntary participation in the DREAM program at any time and have my criminal case set for sentencing before the DREAM Judicial Officer.

/s/ Autumn Luna

AUTUMN LUNA

March 17, 2023

DATE

DREAM Assistant Federal Public Defender:

I, Sean Gillespie, counsel from the Criminal Justice Act panel, representing the Participant in connection with the DREAM program, have discussed the DREAM program, the plea agreement that would be a condition of participation in the DREAM program, and this Contract with the Participant and the Participant's attorney in the underlying criminal matter. I believe that the Participant understands the DREAM program, the terms of the plea agreement that would be a condition of participation in the DREAM program, and the terms of this Contract, and that the Participant's agreement to participate in the DREAM program subject to the terms of this Contract and the plea agreement that would be a condition of participation in the DREAM program is knowingly and voluntarily made.

/s/ Sean Gillespie

SEAN GILLESPIE

Counsel for Autumn Luna

March 17, 2023

DATE

DREAM Assistant United States Attorney:

I, Amy Jaquette, an Assistant United States Attorney representing the United States Attorney's Office for the Western District of Washington in the DREAM program, agree

to the terms of this Contract on behalf of the U.S. Attorney's Office and accept the above named Participant into the DREAM program subject to the terms of this Contract and the plea agreement that would be a condition of the Participant's participation in the DREAM program.

/s/ Amy Jaquette

AMY JAQUETTE

Assistant United States Attorney

March 17, 2023

DATE

DREAM Assistant United States Attorney:

I, Casey S. Conzatti, an Assistant United States Attorney representing the United States Attorney's Office for the Western District of Washington in the DREAM program, agree to the terms of this Contract on behalf of the U.S. Attorney's Office and accept the above named Participant into the DREAM program subject to the terms of this Contract and the plea agreement that would be a condition of the Participant's participation in the DREAM program.

/s/ Casey S. Conzatti

CASEY S. CONZATTI

Assistant United States Attorney

March 17, 2023

DATE

DREAM Probation Officer:

I, Jennifer Van Flandern, a Probation Officer assigned to the DREAM program, accept the above named Participant into the DREAM program subject to the terms of this Contract and the plea agreement that would be a condition of the Participant's participation in the DREAM program.

/s/Jennifer Van Flandern

JENNIFER VAN FLANDERN

U.S. Probation and Pretrial Services Office

March 17, 2023

DATE

DREAM Probation Officer:

I, Christina Lacy, a Probation Officer assigned to the DREAM program, accept the above named Participant into the DREAM program subject to the terms of this Contract and the plea agreement that would be a condition of the Participant's participation in the DREAM program.

/s/ Christina Lacy

CHRISTINA LACY


U.S. Probation and Pretrial Services Office

March 17, 2023

DATE

DREAM Judicial Officer:

Subject to acceptance of the Participant's guilty pleas and plea agreement, the Court hereby accepts the above named Participant into the DREAM Program subject to the terms of this Contract and the plea agreement that would be a condition of the Participant's participation in the DREAM program.



The Honorable RICHARD A. JONES

U.S. District Court Judge

March 17, 2023

DATE

Exhibit A**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION TO DREAM**

I, AUTUMN LUNA, the undersigned, have voluntarily agreed to participate in the Western District of Washington's Drug Reentry Alternative Model (DREAM) program. As part of my participation in the DREAM program, I hereby authorize any and all substance abuse treatment and counseling and other programs to which I may be referred as part of the DREAM program to release confidential information in their records, possession, or knowledge, of whatever nature may now exist or come to exist, to the following participants in the DREAM program: (a) United States District Court for the Western District of Washington; (b) United States Pretrial Services and Probation Office for the Western District of Washington; (c) the Federal Public Defender's Office for the Western District of Washington; and (d) the United States Attorney's Office for the Western District of Washington (collectively, the DREAM Executive Review Team).

The confidential information I hereby authorize to be released to the DREAM Executive Review Team will include, without limitation: date of entrance to program; attendance records; urine testing results; type, frequency, and effectiveness of therapy (including psychotherapy notes); general adjustment to program rules; type and dosage of medication; response to treatment; test results (psychological, vocational, etc.); date of and reason for withdrawal from program; and prognosis.

I understand that, subject to any exceptions to confidentiality that may apply under federal or state law, the DREAM Executive Review Team may use the confidential information hereby authorized to be released only in connection with their evaluation of my participation and progress in the DREAM program and my compliance or non-compliance with the terms of my diversion, and their evaluation of the effectiveness of the DREAM program as a whole. I also understand that this authorization will remain valid until my termination from the DREAM program, whether successfully or unsuccessfully, at which time this authorization for disclosure of confidential information will expire. I understand, however, that confidential information disclosed pursuant to this authorization may subsequently be used by the United States District Court for the Western District of Washington and/or the United States Pretrial Services and Probation Office for the Western District of Washington, to initiate or support an action alleging a violation of the terms of my diversion and/or to prepare a Presentence Report, make a recommendation regarding sentencing, and determine the appropriate sentence, as a result of which the information may no longer be deemed confidential and may no longer be protected by federal or state law.

1 Finally, I understand that I have the right to revoke this authorization to release
 2 confidential information, in writing, at any time by sending written notification to the
 3 United States Pretrial Services Officer assigned to supervise me while participating in the
 4 DREAM program. I understand that if I revoke this authorization to release confidential
 5 information, I will thereby revoke my authorization for further disclosure of such
 6 information. I also understand that if I revoke this authorization to release confidential
 7 information before I complete the DREAM program, it may result in my termination
 8 from the DREAM program and may be considered a violation of DREAM program rules
 9 or of a condition of my DREAM contract.

10 I have read this authorization to release confidential information, have discussed it
 11 with my attorney, understand its terms, and by signing below agree to it.

12 s/Autumn Luna
 13 AUTUMN LUNA

March 17, 2023
 DATE

14 I am the attorney representing the individual signing this authorization to release
 15 confidential information in connection with the DREAM program and have discussed the
 16 terms of this authorization with this individual. I believe this individual understands the
 17 terms of this authorization and that this individual's agreement to sign this authorization
 18 is knowingly and voluntarily made.

19 s/ Sean Gillespie
 20 SEAN GILLESPIE
 21 Counsel for Autumn Luna

March 17, 2023
 DATE